

## How to Use the Body Armor Vests Statewide Contract

**Contract #:** LAW14

**Contract Duration:** 5/1/2013 to 2/29/16\* **\*Interim Contract**

**MMARS #:** LAW14\*

**Options to renew:** None available/see FIR04

**Contract Manager:** Jodi Paris Anastos – 617-720-3169 – jodi.parisanastos@state.ma.us

**This contract contains:** **Supplier Diversity Office (SDO) Businesses, Environmentally Preferable Products (EPP) and Prompt Pay Discount (PPD) Programs**

Last change date: **September 30, 2015**

### Contract Summary

This contract is for the supply and delivery of Body Armor Vests. The following categories of products are available under contract:

Category & Category Description	Category & Category Description
<b>Category A</b> – Concealable Body Armor Vests	<b>Category B</b> – Non Concealable Body Armor Vests
<b>Category C</b> – Tactical Blunt Trauma/Stab Ballistic	<b>Category D</b> – Tactical Blunt Trauma/Stab – Non Ballistic
<b>Category E</b> – Tactical Non Concealable Modular	<b>Category F</b> – Tactical non Concealable – Non-Modular
<b>Category G</b> – Tactical Concealable Modular	<b>Category H</b> – K-9
<b>Category I</b> – Specialized Tactical – Bike Half Coverage, Hidden Jacket	<b>Category J</b> – Miscellaneous Accessories

### Benefits and Cost Savings

- Prompt Pay Discount
- Statewide Awards
- Prices include FOB Destination
- Recycling/disposal programs in place
- Custom fitting by vendor
- Warranties from 24 months to 5 years

### Who Can Use This Contract

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

#### Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and

10. Other entities when designated in writing by the State Purchasing Agent.

## Pricing and Purchase Options

### Pricing and Buying Details:

- Prices are firm through **February 29, 2016**.
- Pricing includes F.O.B. delivery to the ordering facility.
- Liability for product delivery remains with the vendor until properly delivered and signed for by the ordering eligible entity.
- Transportation and handling charges paid by the vendor.

### Deliveries:

- All deliveries are F.O.B. destination.
- Responsibility and liability for loss or damage will remain with the vendor until final inspection and acceptance, at which point responsibility passes to the eligible entity, except as to latent defects, fraud, and vendor's warranty obligations.
- Delivery dates will be determined by the vendor at the time the order is placed.
- Eligible entities should identify their policies and/or procedures for failure to meet delivery dates.
- **Continued failures to meet deliver deadlines should be brought to the attention of the SSST.**

### Recycling/Disposal:

- Contractors have agreed to identify their federally compliant recycling/disposal program for used body armor.
- All eligible entities should work with their vendor to recycle body armor under this contract.
- Contractors have agreed to provide eligible entities with a copy of "Proof of Destruction" upon completion of all recycling/disposal of all body armor vests and equipment.

### Ordering:

- Eligible entities will need to establish ordering procedures with the contractors under this contract.
- No order is valid until the contractor receives an eligible entities authorized Purchase Order Number.
- Billing accounts will be established by each contractor to match invoices and to apply payments.
- Contract users may question the contents of any invoice as each invoice will be formatted to include: Model Number as certified by NIJ; quantity; item description; price per item including correct category percentage discount; purchase order number and prompt pay discount terms.
- Packing slips will accompany each order delivered containing a signature, date officer's name and identification number affixed by the Contractor.
- Packing slip will be securely affixed to the shipping container with information visible without opening the container.
- Eligible entities may return any and all incomplete orders to the Contractor, unless there is a mutually agreed upon arrangement between the eligible entity and contractor.

## Overview of Body Armor Requirements

- All Bullet-Resistant Body Armor will be identified as having been tested by the National Institute of Justice (NIJ) National Law Enforcement and Corrections Technology Center (NLECTC) and found to comply with the NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor,
- All future items added to this contract will be tested to meet current and future editions of NIJ Standard-0101.06.

- The Ballistic Body Armor will be identified on the list of compliance armor that is published by NIJ, titled “Models that Comply with the NIJ Standard-0101-06 for Ballistic-Resistance of Body Armor,” at the same Threat Level the manufacturer represents it to be.
- All Stab-Resistant Body Armor will be identified as having been tested by the National Institute of Justice (NIJ) National Law Enforcement and Corrections Technology Center (NLECTC) and found to comply with the NIJ Standard-0115.00, Stab Resistance of Personal Body Armor, or future edition of NIJ Standard-0115.00.
- The Stab-Resistance Body Armor will appear on the list of compliance armor that is published by NIJ, title “Models that Comply with the NIJ Standard-0115.00, Stab Resistance of Personal Body Armor,” at the same Threat Level the manufacturer represents it.
- Eligible entities will be notified about any body armor that is subsequently removed, during the term of this Statewide Contract, from the NIJ lists of compliant armor referenced above as that body armor will be immediately removed from this contract.
- Distributors/Manufacturers will not be permitted to sell or deliver any body armor that has been removed from the NIJ compliance lists referenced above.

### **Quality and Quality Control**

Vendors have agreed that each unit of armor (vest) will be new, not used, and constructed identically to the original model tested and certified by NLECTC to be in compliance with the NIJ standards reference above. All materials will be the same as reported to the NIJ in the “lists of materials of construction of each component of model” with workmanship being of first quality. Vendors have agreed that all products will be defect free with no product being delivered having its performance, wear ability, or durability being affected.

### **Design Specifications**

The body armor purchased under the contract is designed according to industry specifications and intended to save and protect lives, ensuring the safety and wellbeing of law enforcement personnel.

- The armor will provide the maximum practical coverage for male and female law enforcement personnel for everyday wear.
- Armor under this contract provides full torso coverage – front, back and sides. Front panels overlap the back panel by at least ½ (one-half) inch, to prevent a round from “skipping” between the two panels.
- All closure, fastening, or accessory attachment devices are made of materials, such as metal, that do not present a “secondary projectile” or “ricochet” hazard if struck by a bullet. All such devices are of a color similar to the carrier for concealable body armor.
- Carriers have coloring that is permanent and does not “bleed” onto other garments.
- Each body armor unit includes two carriers.
- The trauma plate pocket is be permanently secured to the carrier on both sides and on the bottom.
- Body armor does NOT contain PBO or Zylon® fiber.

### **Labeling**

- Body armor will be labeled in strict accordance with all requirements of the current National Institute of Justice (NIJ) standards for bullet-resistant or stab-resistant body armor.
- The label will clearly identify the exact manufacturer, model, manufacture date, serial number and, if appropriate, style specified in the contract.
- The manufacturer may, at its option, include in addition a catalog number for Distributor convenience, provided that the number is properly identified and totally separate from required information.

- The term “Strike Face” will be prominently printed on the ballistic panels to assist officers for replacement of these panels into their carriers.
- Vendors have agreed that all labels will meet the labeling requirements for each eligible entity.
- Label material will be able to withstand normal wear and cleaning and remain readable throughout the entire warranted life of the armor or carrier.

### **Measurements and Fitting**

- Vendors have agreed to ensure that all body armor will be professionally custom fitted to the individual wearer by the vendor’s certified professional fitter.
- The fitting process will involve: be fitted standing and sitting while wearing their duty uniform and equipment belt.
- Each individual officer fitting will be taken using a measuring tape and other industry accepted fitting processes mutually agreed to by the purchasing entity and vendor(s).
- Vendors may use a body armor sample to assist the fitting, however, not for the final fitting measurements.
- All sizing and fittings will be done at no expense to the eligible entity.
- Body armor improperly fitted to an individual wearer will be replaced or adjusted and returned to the individual within thirty days (30) by the vendor at no expense to the eligible entity.
- Any product that has been altered two (2) times and still does not fit properly must be replaced by the vendor at their expense.
- Measurements and fitting will occur at the eligible entities site. Measurement and fitting may also occur, by mutual agreement between the eligible entity and the vendor, at any alternate site such as a distributor’s location.
- All measurements must be made according to industry standards and must take into account all clearances of panels and duty belts.
- Sizes are to be per industry standards and female standards will also include bust size.
- Ordering agency personnel will specify the minimum requirements of clearances or reference published standards.
- The front panel will overlap the back panel by at least ½ (one-half) inch, to prevent a round from “skipping” between the two panels for concealable body armor.
- Armor will be designed and fitted to provide adjustment for the chest, waist, and shoulders with the minimum relief under arms, neck, and as necessary to prevent chafing of the wearer.

## **Additional Information**

### **Product Liability Insurance**

- All body armor vests must be covered by a Manufacturer's product liability insurance policy.
- Manufacturers agree to maintain and guarantee a liability performance insurance policy in a minimum amount of ten million dollars (\$10,000,000) for coverage in the event of bodily injury or death incurred as a result of vest failure to protect in accordance with the NIJ standards. The policy will guarantee proceeds to be paid directly to the person wearing the vest or his/her estate.
- The product liability policy must provide said coverage for a period of not less than five (5) years from the date of shipment or the life expectancy of the vest, whichever is longer.

### **Warranties and Guarantees**

- Each unit of armor provided under this contract will be warranted for a minimum of five (5) years to meet the ballistic-resistance and deformation requirements of NIJ Standard 0101.06, or future edition of NIJ Standard 0101.06, that forms the basis of this contract.

- Each unit of armor provided under this contract will be warranted for a minimum of five (5) years to meet the ballistic-resistance and deformation requirements of NIJ Standard 0115.00, or future edition of NIJ Standard 0115.00, that forms the basis of the contract resulting from this RFR.
- Armor panels will have a warranty of a minimum of five (5) years from the date of purchase, against defects in materials and workmanship.
- Armor covers will have a warranty for a period of twenty-four (24) months from the date of purchase, against defects in materials and workmanship.
- All armor panels requiring warranty work will be returned to the eligible entity within fourteen (14) calendar days.
- In the event of ballistic or sharp instrument confrontation, a vest will be replaced with a new, unused, identical styled unit. Delivery will be fourteen (14) days upon formal notification, unless there is a mutually agreed upon date between the eligible entity and contractor.

### Product Samples

Vendors will provide samples of products to eligible entities at the request of the eligible entity at no charge.

### Instructions

The vendor will provide instructions or presentations to requesting law enforcement agencies regarding the care, usage, and limitation of bullet-resistant and stab-resistant armor. A short briefing to academy classes regarding proper fit, care, and maintenance during fitting and measurement visits may be requested.

## Comments and Suggestions

Departments are encouraged to submit comments and complaints to the Contract Manager regarding any occurrence which relates to a contractor's performance that does not meet the terms and conditions of the contract. Each complaint will be filed according to date, complainant, Department, contract, nature of complaint, action taken and date resolved.

## Vendor List and Contract Information

Awarded contractors are listed below and on the "Vendor" tab of [COMMBUYS](#) at the bottom of the vendor detail page with "Pricing Information." Supplier involvement in any of the following programs will have the appropriate icon appearing on the "Vendor" tab page in COMMBUYS. Programs include Small Business Purchasing Program (SBPP), Supply Diversity Office Certification (SDO, formerly SOMWBA Certification), Supplier Diversity Program (SDP, formerly AMP), Environmentally Preferable Products Program (EPP), and Prompt Pay Discount PPD).

Vendors	Contact	Telephone	Email	OSD Programs
<b>All Sports - Heroes Uniforms, Sporting Goods &amp; Promotions</b>	Charles E. Kuenzler	978-452-1976x303	<a href="mailto:cekuenzler@allsportsheroes.com">cekuenzler@allsportsheroes.com</a>	SBPP, EPP, SDP, PPD
<b>Armor Express</b>	Kristin Landis	231-544-4373	<a href="mailto:klandis@armorexpress.com">klandis@armorexpress.com</a>	EPP, SDP, PPD
<b>Diamondback Tactical</b>	Matt Dovner	508-958-9576	<a href="mailto:mdovner@dbtarmor.com">mdovner@dbtarmor.com</a>	EPP, SDP, PPD
<b>Guardian Uniform &amp; Supply LLC</b>	Terry Goodrich	413-858-8880	<a href="mailto:contact@guardianuniform.com">contact@guardianuniform.com</a>	SBPP, SDP, PPD
<b>MHQ Municipal Vehicles</b>	Michael Fratoni	508-573-2655	<a href="mailto:mfratoni@mhq.com">mfratoni@mhq.com</a>	EPP, SDP, PPD
<b>Survival Armor, Inc.</b>	Cathy Lowe	239-210-0891x131	<a href="mailto:cathylowe@survivalarmor.com">cathylowe@survivalarmor.com</a>	EPP, SDP, PPD
<b>U.S. Armor Corporation</b>	David Hedlund	508-344-2180	<a href="mailto:dhedlund1@tampabay.rr.com">dhedlund1@tampabay.rr.com</a>	EPP, SDP, PPD

## Strategic Sourcing Services Team Members

Paula Daggert	Department of Correction
Brian Kearnan	Department of Correction
Robert Kelley	Massachusetts State Police
Ann Meagher	Massachusetts State Police

James Murphy	Department of Correction
Robert Outwater	Massachusetts State Police
John Reardon	Massachusetts Environmental Police
Michael Wilmot	Massachusetts State Police
Robert Wong	Massachusetts Environmental Police
Paul Wosney	Massachusetts State Police

## Where to Obtain Important Contract Information

To obtain in depth contract information please go to the [COMMBUYS](#) website, click on “Contracts” then search by document number LAW14 to locate the following contract information:

Contract User Guide	“Forms & Terms” tab
Request for Response (RFR)	“Forms & Terms” tab
Purchase Order Form	“Forms & Terms” tab
Price List	“Vendors” tab at the bottom of each page
Vendor 24/7 Contact Information	“Vendors” tab at the bottom of each page